

SINCLAIR REFINING COMPANY. LEASE AGREEMENT Form G.

This Agreement, in duplicate, made and entered into this 16th day of July A. D. 1930, by and between Mabry Roberts Gillespie, of Greenville, S.C. street address 206 Green Ave., party of the first part, Lessor (whether one or more, and when referred to by pronoun the singular gender will be used), and Sinclair Refining Company, a Maine Corporation authorized to transact business as a foreign corporation in the State of South Carolina having its principal business office at New York, New York, party of the second part, Lessee;

Witnesseth: That Lessor, for and in consideration of the rents, covenants and agreements herein after mentioned, reserved and conditioned on the part of Lessee to be maintained, paid, kept and performed, has rented and leased and by these presents does hereby rent and lease unto Lessee, its successors and assigns, that part and only that part of the following described premises, used for and constituting an oil and gasoline service station, and excluding all other parts or portions of said premises, situate in the City of Greenville, County of Greenville, and State of South Carolina, to wit:

Taking as a point of beginning the Northeast corner of Washington and Brown St. thence running in a northerly direction along Brown St. a distance of 70 ft. thence at right angles, and in an easterly direction a distance of 50 ft. thence at right angles and in a southerly direction a distance of 10 ft. to the Boundary of Washington St. thence along Washington St. and in a westerly direction a distance of 80 ft. to point of beginning.

to have and to hold the above rented and leased premises with the buildings, improvements and fixtures, and such furniture, pumps, tanks, air compressors, appliances, pipe lines, unloading racks and unloading facilities as may be thereon located, and all rights, privileges and appurtenances thereto belonging, together with any and all permits, whether village, city, county or state, unto Lessee, its successors and assigns, for a term of four years from the 16th day of March A. D. 1930, the possession of all of which is delivered to and accepted by Lessee on and as of the beginning of and for said term. Lessee is hereby granted the exclusive option to extend this lease for a period of four years, which option shall be exercised by Lessee's giving Lessor written notice of Lessee's election within the term hereof. Upon the expiration of the term hereof or any extension thereof, the lease shall continue in full force and effect until terminated by thirty (30) days' notice in writing by either party.

For each month during the term hereof Lessee shall yield and pay as rental for said premises, station and appurtenances a sum equal to One (1) cent per gallon on all gasoline withdrawn and consumed which Lessee shall deliver to said station during the month for which rental is to be computed, which gasoline shall be sold from and through said station; the monthly periods for which the rentals shall be due and payable shall be Lessee's fiscal months running from the 29th day of each month to and including the 29th day of the next succeeding month, and such rental shall be paid at the end of the month not later than the 20th day of the month succeeding that for which the same may be due; provided, that Lessee may change its fiscal months to correspond to the calendar months, and thereafter the months referred to herein shall correspond to and be calendar months; provided, however, that the rental for any monthly period shall not be less than Ten Dollars (\$10.00)

In lieu of paying said rental in the aggregate and at the time as hereinbefore provided, Lessee may at its option at any time it shall so determine pay said rental in installments commensurate with each delivery of gasoline to said station, deducting on the tank wagon ticket or invoice from the amount of such invoice a sum computed at the rate of rental above specified upon the quantity of gasoline then and there so delivered and the sum so deducted shall be applied and accepted by Lessor as payment of rentals accruing under this lease and shall constitute full payment of rental accruing as based and computed on such deliveries during the period Lessee shall elect to pay said rentals in installments.

If at any time during the term hereof Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

Lessor covenants and agrees to and with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee against the lawful claims of all persons whatsoever the premises and property hereby granted.

During the term of this lease the Lessor covenants and agrees to pay all general and special taxes, including occupation taxes, and any taxes or charges for water, light, power, or heat levied and assessed, or charged against said premises or the property or Lessor situated thereon, or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of the Lessee, or its nominee, any permit or license necessary or required to operate and maintain said station.

Lessor shall, at its own cost, maintain in good condition and repair the improvements and personal property hereby leased, should said properties be destroyed, or be so damaged by fire or other casualty as to become untenable, Lessor shall have sixty (60) days within which to rebuild or replace said properties. In the event Lessor shall fail or refuse so to do, Lessee may terminate this lease. Rentals hereunder shall be abated during such time as Lessor shall fail to so maintain and repair such improvements and personal property, and/or said premises shall be untenable.

Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatsoever kind or, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation hereafter or hereafter made by Lessee of its equipment, or its signs advertising its business, or of any of its property upon said premises shall be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

Lessee shall have the right to make proper connections with any and all water-gas, and sewer-lines, and pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

In the event Lessee shall be in default in the payment of rentals hereunder, or otherwise, and shall remain in default for a period of thirty (30) days after notice in writing from Lessor to it or such default, Lessor shall have the privilege of terminating this lease and declaring the same at an end, and so reconveying itself of the premises, and Lessor shall have the remedies now provided by law for recovery of rent and repossession of premises in the event of such default.

In the event Lessee is unable to obtain all permits and permissions necessary to install, operate and maintain on the leased premises the necessary buildings and equipment for conducting its business as herein provided, or if at any time hereafter Lessee is prevented by operation of law from using said station and premises for the purposes aforesaid, then and in any of said events Lessee may, at its option, cancel this lease and be relieved of any further liability hereunder.

On the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised premises any and all improvements and equipment of whatsoever nature placed or owned by it on the demised premises; and after such removal shall restore the surface of the ground to its uniform level and even condition, free from all excavations and from debris.

This agreement shall be binding upon and inure to the benefit of Lessor and Lessee and the successors and assigns of Lessee. Lessee shall have the right to assign this lease or sublet the premises or any part thereof, or allow third parties to occupy and use the same.

Witness the hands and respective seals of the parties hereto respectively witnessed or attested the day and the year first above written.

Signed, sealed and delivered in the presence of: G. F. McCullough, J. Horace Smith, Mabry R. Gillespie, (SEAL) Party of the First Part, Lessor.

SINCLAIR REFINING COMPANY (SEAL)

BY A. F. Bulok, JNK District Manager, Party of the Second Part, Lessee.

LESSOR'S ACKNOWLEDGMENT.

State of South Carolina. County of Greenville.

On this 16th day of July 1930, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named Lessor, personally known to me, and to me acknowledged that Lessor executed the above and foregoing lease for the uses, purposes and considerations therein expressed, and that the execution of the same was the free and voluntary act and deed of the Lessor, and I further certify, if Lessor is a corporation, it appeared by the officer who signed on its behalf, and such officer to me acknowledged that the execution of said lease was by authority duly granted.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and the year last above written.

My commission expires: by order of the Governor Joe A. Foster, Jr. Notary Public.

Landowner's Consent. (Must be procured in all instances)

The undersigned, owner (herein referred to in the singular number whether one or more) of the premises hereinabove described, hereby consents to the subletting of same in accordance with the above and foregoing agreement.

Witness: Mattie Lane, C. O. Allen, Owner.

State of South Carolina, County of Greenville.

Personally appeared before me J. Horace Smith and made oath that he saw the within named Sinclair Refining Co., sign, seal and as its act and deed, deliver the within instrument, and that he witnessed the execution thereof.

Sworn to before me this 8th day of Sept A. D. 1930 J. Horace Smith.

Notary Public, S. C.

Recorded this 8th day of September 1930, at 12:15 P. M.

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